



Statewide Term Contract

691A – Electric Vehicle Charging Station Equipment, Accessories, Installation & Infrastructure

Bid Number	201700429
Contract Name	Electric Vehicle Charging Station Equipment, Accessories, Installation & Infrastructure
Effective Dates	February 15, 2018 through May 14, 2023
Awarded Vendor(s), Contacts & Manufacturers	<p>EVSE LLC Sean Grady (860) 745-2433 (860) 741-6064 Fax Manufacturer: EVSE Subcontractor: Legacy Group Alpha Donny Smith 704-494-1933</p> <p>National Car Charging LLC Jim Burness (303) 437-4947 (866) 996-6387 x700 Manufacturer: ChargePoint</p> <p>Pine Shore Energy LLC Dave Thompson (828) 553-6257 Manufacturer: ABB, BTC Power, Clipper Creek & Tesla</p> <p>2022 Additions to Contract – <u>Solar EV Charging Station</u></p> <p>Legacy Clean Energy Donny Smith 704-494-1933 Manufacturer: Beam Global</p> <p>Pine Shore Energy LLC Dave Thompson (828) 553-6257 Manufacturer: Powerstore</p> <p>Smart City Capital Oscar Bode (954)647-4223 Manufacturers: ADS TEC Energy, Clear World, EVSE Control Mod</p> <p><u>Dynamic Load Management</u></p> <p>Pine Shore Energy LLC Dave Thompson (828) 553-6257 Manufacturer: AppCTRL Software</p> <p>Prep Power R. Bruce Scoggin 800-789-8067 Manufacturer: Atom Power</p>
Contract Covers	<p>This contract covers:</p> <ol style="list-style-type: none"> Electric Vehicle Charging Stations <ol style="list-style-type: none"> Level II DC Fast Charge Networking Asset Management Outdated Equipment Trade-In Fleet Charging Network

	<ul style="list-style-type: none"> 6. Additional Equipment, Accessories & Services 7. Future EVSE Technology 8. Installation 9. Infrastructure 10. Solar Car Chargers 11. Dynamic Load Management System 												
Mandatory Contract	This is a mandatory Statewide Term Contract for state agencies, departments, institutions, universities and community colleges - unless exempted by North Carolina General Statute. Additionally, non-mandatory entities, including schools and local government, that are allowed by general statute may use this contract.												
Transportation Charges (FOB destination)	<p>The Vendor will deliver, FOB destination, all equipment after receipt of purchase order as referenced below.</p> <table> <tr> <td>EVSE LLC</td><td>45 Days</td></tr> <tr> <td>National Car Charging LLC</td><td>20 Days</td></tr> <tr> <td>Pine Shore Energy LLC</td><td>90 Days</td></tr> <tr> <td>Legacy Clean Energy</td><td>90 Days</td></tr> <tr> <td>Prep Power</td><td>60 Days</td></tr> <tr> <td>Smart City Capital</td><td>30 Days</td></tr> </table> <p>Delivery of equipment shall not be considered to have occurred until installation has been completed.</p>	EVSE LLC	45 Days	National Car Charging LLC	20 Days	Pine Shore Energy LLC	90 Days	Legacy Clean Energy	90 Days	Prep Power	60 Days	Smart City Capital	30 Days
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Site Preparation	<p>The State shall meet the following site preparation requirements before any equipment can be delivered on site for installation.</p> <p>THE STATE MUST SUBMIT PLANS BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF NORTH CAROLINA TO THE STATE CONSTRUCTION OFFICE FOR ALL SITE AND FACILITY REVIEW TO ENSURE THAT THE EXISTING ELECTRICAL GRID FOR THE BUILDING WILL SAFELY AND EFFECTIVELY HANDLE THE LOAD REQUIRED FOR THE EQUIPMENT THAT IS DESIRED TO BE PROCURED AND INSTALLED. THIS WILL ENTAIL DESIGN AND SCOPE PREPARATION BY THE ENGINEER FOR APPROVAL FROM SCO. AN SCO APPROVAL MUST BE ACQUIRED PRIOR TO ANY REQUESTED QUOTE OR INSTALLATION FROM STC VENDORS.</p> <p>ANY NON-MANDATORY ENTITIES, INCLUDING SCHOOLS AND LOCAL GOVERNMENT, THAT ARE ALLOWED BY GENERAL STATUTE TO USE THIS CONTRACT SHALL MEET THE SITE PREPARATION REQUIREMENTS AS THEY APPLY ON THE RESPECTIVE LOCAL LEVEL, BEFORE ANY EQUIPMENT CAN BE DELIVERED ON SITE FOR INSTALLATION. THE SCO WILL NOT BE REQUIRED TO REVIEW OR APPROVE ANY DESIGN OR SCOPE PREPARATION FOR ANY ENTITIES NOT IDENTIFIED IN N.C. GEN. STAT § 143-341(3).</p> <ol style="list-style-type: none"> 1. The State is responsible for notifying the Vendor of the availability and the date the site is ready for delivery of equipment. The Vendor is to be notified of any construction delays that will require a corresponding adjustment to the date of delivery. The State shall also notify the building owner in writing. 2. New or remodeled construction must be completed and signed off by the State and the building owner. All construction personnel shall be cleared from the site, including such personnel as painters, carpenters, plumbers, electricians, and detailers. 												

	<ol style="list-style-type: none"> 3. Any of the following services listed below that are required for the installation of contract equipment will be negotiated on a case-by-case basis between the Vendor's Representative and the State. <ol style="list-style-type: none"> a. Any installation or site preparation beyond the normal scope of work required by this contract. b. Additional site plan documents needed beyond the normal scope of work. c. Vendor is cautioned that any excessive installation, repair, labor or travel charges submitted to the State, during the term of this contract may cause the Vendor to be held in default or to be removed from contract. 4. The State reserves the right to obtain pricing on any used equipment and to use it as a trade-in to obtain additional discounts from the Vendor.
Installation	<p>The State with concurrence of the building owner will determine which type of equipment is most appropriate to be used. The State may call the Vendor's representative for assistance. The State, the building owner, and Vendor's Representative or Installation Partner shall agree upon an installation date & time.</p> <ol style="list-style-type: none"> 1. Basic Installation shall include: <ol style="list-style-type: none"> a. Travel time/labor for travel up to 100 miles from Vendor's office. b. Permitting for work performed. c. Installation of circuit breaker in electrical distribution panel (price is based on assumption that adequate space is available in electrical panel for additional breaker/load). d. Installation of up to 50 ft. of conduit and wire within interior of building, from location of electrical distribution panel to exterior wall (exit point to exterior of building). e. Installation of up to 30 ft. of conduit and wire, from exterior wall/exit point of building to electric vehicle charging station or PVC/ground-entrance point (if required). f. Installation of up to 20 ft. of PVC conduit and wire (in applications where underground conduit runs are necessary/required). g. Supply and installation of all necessary junction boxes, fittings and connectors, and all other items/materials required for proper and code-compliant installation (Does not include additional power distribution equipment, devices, or other material that is outside of the scope of work required for installation of basic unit, or necessitated by a lack of available panel space, etc.) h. Installation of EV Charging Unit
Site Visit	<p>A site visit shall adhere to the following guidelines:</p> <ol style="list-style-type: none"> 1. The State, with concurrence of building owner, shall contact Vendor to arrange a mutually convenient date to visit the site. The contact person shall inform the State of the name and telephone number of the person (Vendor's Representative or Installation Partner) who will visit the site. 2. The date and time of the site visit shall not exceed seven (7) working days after the State initiates the call.

3. The State shall make every effort to have site plans, blueprints, and Authority Having Jurisdiction ("AHJ") approved design plans available at time of site visit.
4. Vendor's Representative or Installation Partner shall visit the site of the proposed work to familiarize themselves of the equipment, materials, and labor required for installation; of all conditions that may in any manner affect the work; and of any conditions which will affect the performance of the work to be called for which is reasonably implied by this Invitation for Bids.

The Vendor's Representative or Installation Partner is responsible for obtaining accurate onsite measurements, materials and installation requirements for the Vendor. Reviewing plans (if available) in no way relieves the Vendor's Representative or Installation Partner of this responsibility.

5. Vendor's Representatives or Installation Partners shall apprise the areas that require installation to determine the actual number of pieces, materials and labor that will be required to complete the installation. **All product pricing shall be quoted as per the Statewide Term Contract Pricing.**

Using the measurements and detailed site information, two sets of plan layout and detailed shop drawings shall be submitted to the Agency purchasing department for review and approval. Drawings will be of such scale and detail as to clearly show precisely what the Vendor intends to furnish, of what materials it will be made and how it will be constructed, and how it will be installed. Purchase, fabrication, shipment, or installation, of any equipment for this project shall be within ten (10) business days after request.

Vendor's Representatives or Installation Partners shall provide complete details of all site modifications required of the using agency to facilitate equipment installation. Any site modifications requirements omitted will become the sole responsibility of the Vendor. Modifications shall include, but not be limited to, line voltage matching transformers, conduits, cable channel, wiring, boxes, connectors, lighting, circuit breakers, radio frequency and magnetic shielding calculations and materials.

Failure to provide to the State site plans, shop drawings, site modifications, and AHJ approved design plans for the installation shall be interpreted as not conforming to contract conditions, and shall be grounds for default. All drawings are to be of a professional nature and definitive enough in detail to allow outside review, if required for determining Vendor's compliance.

6. Installation shall be accomplished during the business hours of the State. However, with agreement of both parties, installation may be accomplished at night and/or on weekends.
7. A Vendor's quote shall be delivered to the State no later than seven (7) working days after the site visit.
8. Any installation requiring a change to the originally determined equipment, materials or labor for an install area shall be subject to pre-approval by the State, the building owner, and the AHJ.
9. Permits: The Vendor shall supply, at no cost to the State and the building owner, all necessary permits and/or approvals for Federal, State or Local Government codes and requirements. For State owned buildings, the permitting process is a function of

	<p>the review and approval of the design plans, which requires a designer that is licensed in the State of North Carolina.</p> <p>10. All items called for in this Invitation for Bid shall be furnished, off-loaded, delivered, completely installed and left ready for use in complete compliance with all local codes, published standards and the requirements of this IFB. Any item not specifically requested, but necessary for a complete installation, shall be included. The Vendor shall assume complete responsibility for proper fit of the equipment.</p>
Additional Requirements	<p>The following additional requirements apply to installation.</p> <ol style="list-style-type: none"> 1. Vendor shall place the order in production after receipt of purchase order. Vendor shall notify the State Contact (designated on purchase order) within five (5) working days of the estimated arrival date of the equipment. Delivery shall be in accordance with the contract. 2. Vendor's Representative or Installation Partner shall notify the State upon receipt of equipment and arrange for installation. 3. The Vendor's Representative or Installation Partner will be held responsible for the scheduling, receiving, and installation of equipment from the Vendor in coordination with the State with concurrence from the building owner. Equipment shall be delivered to the job site in the Vendor's bundles or boxes and shall be clearly marked to identify the equipment and/or install materials. 4. Vendor's Representative or Installation Partner shall be responsible for removing existing equipment or other designated fixtures in the install area unless otherwise specified. The fees for removal shall be stated on the purchase order and will be negotiated between the State and the Vendor. If needed, approval must be obtained by the North Carolina Department of Administration, State Surplus Property Division. 5. Vendor's Representative or Installation Partner will not be responsible for moving any equipment beyond the normal scope of work required by this contract or shall be negotiated on a case-by-case basis between the Vendor's Representative and the State. 6. Vendor's Representatives and Installation Partners and their staff shall always have a form of identification from the Vendor on their person while on the job site. 7. There shall be a proper transition between existing equipment and materials and the new equipment and materials installed. Where needed, any additional equipment or materials required to properly install the equipment shall be immediately brought to the attention of the State. 8. Vendor's Representatives, Installation Partners and their staff are cautioned to establish, with the State with concurrence by the building owner, the existing condition of the areas which might be affected by this installation to avoid misunderstandings regarding any damages which may result from the installation. Repair of any damage done by the Vendor shall be the responsibility of the Vendor. 9. The Vendor will deliver to the State functional and defect-free systems including cables, connectors and any additional hardware required for operation of the

systems, and shall provide to the State a one (1) year warranty of all materials and labor.

10. Upon completion of the installation, the Vendor's Representative or Installation Partner shall follow all State Quality Assurance Inspection procedures. The Vendor's Representative or Installation Partner shall notify the State who shall conduct an inspection of the materials and installation to determine compliance with the contract and any approved design plans. For work done on State property or to State Buildings, the State shall notify the building owner and the State Construction Office of the completed project and shall request a final electrical inspection by the SCO. A punchlist generated from these inspections must be completed by the Vendor or its Installation Partner in order for acceptance of the work by the State and the SCO, if applicable. Vendor's Representatives and/or Installation Partners shall also correct any deficiencies in the equipment or installation prior to acceptance by the State.
11. Should the Vendor be unable to correct deficiencies in the equipment or installation, or unable to replace the system(s) within a reasonable time, the Vendor may be declared in default of contract.
12. Vendor's guide to cleaning and maintenance of equipment and all warranty documents shall be provided to the State upon completion of job. The Vendor shall also provide as-builts plans to the State and the building owner, which are to accurately depict the electrical work as installed.
13. The materials and installation shall be accepted by the State only after the required inspections, completion of punchlists, correction of deficiencies, delivery of maintenance and warranty paperwork to the State, and delivery of the as-builts to the State and building owner. The acceptance shall begin the one-year warranty provided for herein.
14. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site, unless previous approval is obtained from the State and the building owner, Vendor shall plan to bring its own dumpster for removal of all trash and debris. No trash receptacles belonging to any State facility may be used to discard any trash. The Vendor shall be responsible for leaving the installation area broom clean and ready for use.
15. Final payment to the vendor shall not occur until the work site has been cleaned, a final approved electrical inspection has been provided to the State and building owner, and final acceptance in writing by the State and the building owner.
16. All changes or modifications to the original order shall be made in writing by the Vendor and approved by the State with concurrence of the building owner before any work can begin. Any changes from the plan(s) prepared by a North Carolina licensed Professional Engineer that were approved by the State Construction Office must be resubmitted to the SCO for review and approval before any work can be begin.
17. Vendors understand that damaged or nonperforming equipment and improper or inadequate installations, of any kind, will be dealt with, replaced or repaired at the option of the State. Upon repeated instances of failure to remedy product or

	installation problems, the State's options shall include, but not limited to, total replacement, removal from contract and/or debarment.																
Additional Discounts	<p>Other items may be purchased at the following discounts from the Manufacturer's Suggested Retail Price for the following categories and catalogs:</p> <table><tr><th>Vendor</th><th>Manufacturer</th><th>Additional Item Discount</th></tr><tr><td></td><td></td><td></td></tr><tr><td>National Car Charging LLC</td><td>ChargePoint</td><td>23.0%</td></tr><tr><td rowspan="3">Pine Shore Energy LLC</td><td>ABB</td><td>Variable</td></tr><tr><td>BTC Power</td><td>Variable</td></tr><tr><td>Clipper Creek</td><td>10.0%</td></tr></table>	Vendor	Manufacturer	Additional Item Discount				National Car Charging LLC	ChargePoint	23.0%	Pine Shore Energy LLC	ABB	Variable	BTC Power	Variable	Clipper Creek	10.0%
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	BTC Power	Variable															
	Clipper Creek	10.0%															
Purchase Order Preparation	<p>The State shall specify the following information on the purchase order to the Vendor:</p> <ol style="list-style-type: none">1. Contract number.2. Installation method required.3. Vendor, style, color name and order numbers for all equipment and materials required.4. Any additive or deductive options required, as shown on quotation form from Vendor. It shall be shown both by item price and description.5. Quantity of each piece of equipment required, manufacturer's name and model number, product description and each price. This will also include a materials list, if one is required for installation.6. The name and telephone number of the State's representative at the installation site.7. A copy of the site plan and quotation form from Vendor, shall accompany each Purchase Order issued under this contract.																
Loaded into E-Procurement	Catalogs are loaded in E-Procurement .																
E-Procurement Help Desk	(888) 211-7440																
Contract Manager	James Brown or by (984) 236-0253																
Contract Addenda	2/19/2018: EV-Box North America, Inc., EVSE LLC, & Pine Shore Energy LLC E-Procurement Catalogs Loaded																
	2/26/2018: National Car Charging LLC and Revised Pine Shore Energy LLC E-Procurement Catalogs Loaded																
	3/18/2019: National Car Charging contact information updated																
	3/26/2019: Pine Shore Energy LLC, added Tesla as an approved manufacturer																
	3/9/2020: Contract Administrator Change to Myra Welch																
	2/11/2021: Contract Renewed until February 14, 2022 with the following vendors: (1) EVSE LLC																

		(2) National Car Charging LLC (3) Pine Shore Energy LLC
	2/15/2021:	Price Adjustment National Car Charging
	8/12/2021:	Contract #691A has been converted to UNSPNSC Code #261318A and shall be referenced on all future correspondences.
	8/30/2021:	Contract #691A has been converted to UNSPNSC Code #2613A and shall be referenced on all future correspondences.
	8/31/2021:	Contract Amended to add Subcontractor – Legacy Group Alpha
	6/14/2022:	Additional verbiage added to include getting sign off from State Construction Office.
	11/15/2022:	Added vendors for additions to contract Solar Chargers and Dynamic Load Management System: Legacy Clean Energy, Pine Shore Energy, Prep Power, Smart City Capital
	1/18/2023:	Contract Administrator changed to Frank Slifer. Contract extended 90 Days to May 14, 2023
	3/22/2023:	Contract Administrator changed to Contract Manager James Brown